

ARTICLE 2

RECOGNITION

Section A. Representation Unit.

The Employer recognizes the Union as the exclusive representative, certified by the State Personnel Director, on July 20, 1979, and on September 21, 1984 for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment as defined by the Civil Service Rules and Regulations for those employees in the Security Unit as listed below:

<u>Pay Range</u>	<u>Classification</u>
C12-001 (8)	Corrections Medical Officer 8
C12-001 (E9)	Corrections Medical Officer E9
C12-003 (E10)	Corrections Medical Unit Officer E10
C12-001 (8)	Corrections Officer 8
C12-001 (E9)	Corrections Officer E9
C12-001P	Corrections Officer Non Career
C12-005 (E10)	Corrections Resident Representative E10
C12-005 (E10)	Corrections Security Representative E10
C12-003 (E10)	Corrections Transportation Officer E10
C12-006 (8)	Forensic Security Assistant 8
C12-006 (9)	Forensic Security Assistant 9
C12-006 (E10)	Forensic Security Assistant E10
C12-003 (10)	Resident Unit Officer 10
C12-002 (9)	Special Alternative Incarceration Officer 9
C12-002 (E10)	Special Alternative Incarceration Officer E10

All employees holding positions in classifications designated above shall be covered by the provisions of this Agreement, except as otherwise provided. Employees working in managerial, supervisory, or confidential positions are excluded.

This Agreement shall not automatically cover other classifications that may be assigned to the Security Unit by the State Personnel Director after the effective date of this Agreement, unless the incumbents in such newly assigned classification are already covered by this Agreement, or unless the parties expressly agree to such coverage during the term of this Agreement. The Union shall have the right to negotiate the wages, hours, and other terms and conditions of

employment, which are proper subjects of bargaining, for newly assigned classifications to which these contract terms are not automatically applicable pursuant to the above.

Section B. New or Abolished Classifications.

The parties will review all abolishments of existing Bargaining Unit classifications as well as all new classifications consisting of a significant part of the duties of existing Bargaining Unit classifications. The Employer shall not request that such positions be reclassified, reallocated, or retitled for the sole purpose of removing them from the Bargaining Unit except upon agreement of the Union, nor for the purpose of undermining the status of the Union as exclusive bargaining agent.

Nothing herein shall prohibit downgrading a position for training because a register of certified candidates for the higher level is unavailable. The provisions of this Agreement shall no longer apply to an employee in such position when it is returned to the level outside the Bargaining Unit from which it was downgraded.

Nothing herein shall prohibit either of the parties from exercising its unit clarification rights under the provisions of the Civil Service Rules and Regulations.

Section C. Integrity of the Bargaining Unit.

As provided in this Agreement, Bargaining Unit work will normally be performed by Bargaining Unit employees and the Employer will not assign work for the sole purpose of reducing or eroding the Bargaining Unit. Consistent with Article 4, Section 1., the State may continue to assign tasks performed in part by Bargaining Unit members to persons outside the Bargaining Unit where such assignment is an ongoing customary practice at that work location, or is due to improvements in work routines or systems, technological innovations, or similar efficiency measures, but shall not be done for the purpose of undermining the status of the Union as exclusive bargaining agent.

The Employer may utilize intern programs, work experience programs, resident programs, volunteer programs, and/or seasonal programs of the kind currently employed in facilities in this Bargaining Unit. The primary purpose of such programs shall be to supplement ongoing activities or to provide training opportunities. Non-employee

participants in such programs shall not be used to avoid recall of Bargaining Unit employees on layoff.

The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union. In accordance with Section A. of Article 14 (Layoff and Recall Procedure), the Employer shall inform the Union of the economic or programmatic reasons for changes in work routines or systems that result in layoff or attrition of positions.

Section D. Work Performed by Supervisors.

Supervisory employees shall be permitted to perform work within the Bargaining Unit only to the extent that such work is authorized by a secondary agreement, or letter of understanding, or is a normal part of their duties as provided by Civil Service classification specifications, provided that this Section shall not diminish the custody and security responsibilities of any employee.

Except as provided in a secondary agreement or letter of understanding, supervisory employees above the first level of supervision will not perform Bargaining Unit work except in cases of emergency, or in cases of instruction or training of employees, including demonstrating the proper method of accomplishing the tasks assigned.

The Department of Corrections shall only have the right to assign first line supervisors to a Bargaining Unit position when the number of Bargaining Unit employees scheduled for the shift who report for work is less than the authorized number of Bargaining Unit positions to start the shift, as determined by the custodial staff assignment sheet (CSAS), and the total number of Corrections Shift Supervisors 11, 12, and 13's present on the shift exceeds the total number of authorized supervisory assignments for the shift, as reflected in the CSAS in effect at that specific point in time, as approved by the department official designated by the director as having such authority and responsibility.

However, not more than one first line supervisor may be assigned to a Bargaining Unit position on a shift if the total number of Corrections Shift Supervisors 11, 12, and 13's who are not on a layoff or leave of absence or workers' compensation exceeds the authorized supervisory complement (rounded up to the next whole number) for the shift as determined by the CSAS.

This Section is not intended to restrict first line supervisors from performing Bargaining Unit work in the event of emergencies, providing instruction or training to employees, or demonstrating the proper method of performing assigned tasks. Providing relief for breaks or meals for Bargaining Unit employees will be allowed if no Bargaining Unit employees are available to provide such relief.

When a person must be called in to do Bargaining Unit work, it shall be a Bargaining Unit employee. The number of positions in the Bargaining Unit shall not be reduced as a result of such supervisory assignments. For purposes of this Section, the term first line supervisor shall mean Corrections Shift Supervisor 11, or such title given the classification by the Civil Service Commission; the term authorized supervisory complement means the number of authorized supervisory assignments plus the relief factor for such supervisory assignments.

The Employer recognizes that the integrity of the Bargaining Unit is of significant concern to the Union and will, consistent with available resources, attempt to maintain that integrity.

In the Department of Community Health, first line supervisors may continue to be assigned in accordance with current practice to perform Bargaining Unit work in order to maintain minimum security level staffing and to fill in for the unscheduled absence of a Bargaining Unit employee until such time as a Bargaining Unit employee is at work and assigned to fill such position.

It is Management intent that a supervisor assigned to a Bargaining Unit position shall be expected to fill the vacant assignment and perform the full range of duties normally assigned to such position.

Local difficulties in administration of this Section, when caused by staffing and scheduling constraints, may be addressed at Labor-Management Meetings at the request of either party.

Section E. Aid to Other Unions.

The Employer agrees and shall cause its designated agents not to aid, promote, or finance any other labor or employee organization which purports to engage in employee representation of employees in this Bargaining Unit, or make any agreements with any such group or organization for the purpose of undermining the Union. Nothing

contained herein shall be construed to prevent any authorized representative of the Employer from meeting with any professional or citizen organization for the purpose of hearing its views, except that as to matters presented by such organizations which are mandatory subjects of negotiation, any changes or modifications shall be made only through negotiations with the Union.

Nothing contained herein shall be construed to prevent any individual employee from (1) discussing any matter with the Employer and/or supervisors, or (2) processing a grievance in his/her own behalf in accordance with the grievance procedure provided herein.